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12 *Attorneys for GEICO Casualty Company.*

13 **UNITED STATES DISTRICT COURT**

14 **DISTRICT OF NEVADA**

15 HECTOR TOPETE, individually; CINDY
16 TOPETE, individually, and on behalf of
17 [REDACTED] [REDACTED] [REDACTED], a
18 minor, and [REDACTED] [REDACTED], a
19 minor,

20 Plaintiffs,
21 vs.

22 GEICO CASUALTY COMPANY, a
23 foreign corporation; DOE INDIVIDUALS I
24 through X, inclusive; and ROE BUSINESS
25 ENTITIES I through X, inclusive,

26 Defendants.

CASE NO.: 2:22-cv-00593

PETITION FOR REMOVAL

27 Defendant, GEICO CASUALTY COMPANY, by and through its counsel of record,
28 WINNER BOOZE & ZARCONE, submit this Petition for Removal in accordance with
U.S.C. §§ 1332, 1441 and 1446. Removal is warranted under 28 U.S.C. § 1332(a)(1) because
this is a civil action between citizens of different states and the amount in controversy exceeds
the sum or value of \$75,000.00, exclusive of interest and costs. In support of this Petition for
Removal the defendant states as follows:

- 29 1. On March 9, 2022, the plaintiffs, filed an action titled HECTOR TOPETE,
30 individually; CINDY TOPETE, individually, and on behalf of [REDACTED]
31 [REDACTED], a minor, and [REDACTED], a minor v.

32 GEICO CASUALTY COMPANY in the Eighth Judicial District Court of Clark
33

- 1 County, Nevada, Case No A-22-849438-C, assigned to Department 31 (“the State
2 Court Action”). In accordance with 28 U.S.C. § 1446(a), a true and correct copy of
3 the Complaint is attached as *Exhibit A*.
- 4 2. The Complaint only identifies GEICO CASUALTY COMPANY as “an insurance
5 company duly licensed to transact business as an automobile insurer within the State
6 of Nevada.” *Exhibit A* at 2: 10-12. GEICO CASUALTY COMPANY is in fact a
7 Maryland Corporation and insurance company authorized to conduct business in the
8 State of Nevada.
- 9 3. Each of the four (4) plaintiffs, as alleged in their complaint, are residents of Clark
10 County, State of Nevada. *Exhibit A* at 2: 2-9.
- 11 4. The DOE and ROE Defendants in this action have not been identified and are merely
12 nominal parties without relevance to the action. *Exhibit A* at 2: 13-28 & 3: 1.
- 13 5. There are no matters pending in the State Court Action that require resolution by this
14 court.
- 15 6. Because this is a civil action between citizens of different states involving an amount
16 in controversy in excess of \$75,000, exclusive of interest and costs, removal of this
17 matter is proper pursuant to 28 U.S.C. § 1332.
- 18 7. This action is one over which the United States District Courts have original
19 jurisdiction by reason of the diversity of citizenship of the parties.
- 20 8. Pursuant to 28 U.S.C. § 1446(d), Defendant GEICO CASUALTY COMPANY
21 contemporaneously filed a copy of this Petition for Removal with the clerk of the
22 Eighth Judicial District Court in Clark County, Nevada and provided a written notice
23 to the plaintiff by serving a copy of the instant Petition for Removal on counsel for
24 the plaintiff.

25 **DIVERSITY OF CITIZENSHIP**

- 26 9. Upon information and belief, all four (4) plaintiffs are residents of Clark County, state
27 of Nevada. *See* 28 U.S.C. § 1332(c). *Exhibit A* at 2: 2-9.

- 1 10. GEICO CASUALTY COMPANY is a corporation organized under the laws of State
2 of Maryland authorized to conduct business in the State of Nevada. *See* 28 U.S.C. §
3 1332(c).
- 4 11. Complete diversity of citizenship existed between the plaintiffs and Defendant
5 GEICO CASUALTY COMPANY at the time the plaintiffs filed and served the State
6 Court Action, and complete diversity of citizenship exists at the time of removal.

7

8 **AMOUNT IN CONTROVERSY**

- 9 12. As required by 28 U.S.C. § 1332, the amount in controversy in this matter exceeds
10 \$75,000, exclusive of interest and costs.
- 11 13. The plaintiff alleges, *inter alia*, that GEICO CASUALTY COMPANY (hereinafter
12 “GEICO”) failed to properly adjust and/or pay an Underinsured Motorist Claims
13 (“UIM”) made by each of the four (4) Plaintiffs under a personal automobile
14 insurance policy Plaintiffs had in place with GEICO for damages arising out of a
15 October 27, 2019 accident. In addition to the claimed breach of contract damages, the
16 Plaintiff further alleges additional damages for GEICO’s alleged breach of the
17 covenant of good faith and fair dealing as well as violations of the Unfair Claims
18 Practices Act. *Exhibit A* at 6-9.
- 19 14. Plaintiff’s Complaint further avers she is due punitive damages for the above-claimed
20 actions by GEICO. *Id.* at 10: 26. Punitive damages claims in Nevada are unlimited.
- 21 15. The amount of damages clause in the plaintiff’s State Court Action is consistent with
22 Rule 8(a) of the Nevada Rules of Civil Procedure (“N.R.C.P.”) where she seeks
23 monetary damages “in excess of \$15,000.00.” *Exhibit A* at 10: 19-23. Pursuant to
24 N.R.C.P. 8(a), “[w]here a claimant seeks damages of more than \$15,000.00, the
25 demand shall be for damages ‘in excess of \$15,000.00’ without further specification
26 of amount.”
- 27 16. A defendant may remove a suit to federal court notwithstanding the failure of a

1 plaintiff to plead a specific dollar amount in controversy. Where a plaintiff has
2 alleged no specific amount of damages, a removing defendant must prove by a
3 preponderance of the evidence that the amount in controversy exceeds the
4 jurisdictional minimum. *Lowdermilk v. United States Nat'l Assoc.*, 479 F.3d 994, 998
5 (9th Cir. 2007); *Abrego v. Dow Chemical Co.*, 443 F.3d 676, 683 (9th Cir. 2007).

6 17. To satisfy the preponderance of the evidence test, a defendant must provide evidence
7 that “it is more likely than not” that the amount in controversy is greater than
8 \$75,000. *Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 404 (9th Cir. 1996).
9 The court may look beyond the complaint to determine whether the amount in
10 controversy is met. See Abrego at 690.

11 18. A review of the plaintiff’s State Court Action demonstrates that the plaintiff “more
12 likely than not” seeks more than \$75,000, exclusive of interest and costs.
13 Specifically, the plaintiffs allege that they is due the full amount of their at-issue *per*
14 *occurrence* UIM policy limits with GEICO of \$50,000.00 and, further, seek both
15 consequential and expectation damages as a result of said alleged breach of contract.
16 In Nevada, insurers may be liable for such consequential damages even in the absence
17 of bad faith. *Century Surety Co., v. Andrew*, 134 Nev. Adv. Op. 100 (S. Ct. NV
18 2018). Here, Plaintiffs have alleged past medical bills of at least \$39,000 (*Exhibit A* at
19 5: 9-12) which they are claiming from their UIM policy with GEICO. Additionally,
20 plaintiffs will claim general damages for pain and suffering as well as consequential
21 or, expectation damages above their past medical bills. Further, the Plaintiffs also
22 claim that GEICO may be liable for additional damages due to GEICO’s conduct
23 which Plaintiffs allege to have been in breach of the covenant of good faith and fair
24 dealing and/or the Nevada Unfair Claims Practices Act, N.R.S. 686A.310 *et seq.*
25 *Exhibit A* at 6-9.

26 19. The plaintiff also avers that they are due punitive damages from GEICO. *Exhibit A* at
27 10: 26.

20. Plaintiffs also maintains that they are entitled to attorney's fees.¹ *Id.* at 10: 14-15. *Kroske v. U.S. Bank Corp.*, 432 F.3d 976, 980 (9th Cir. 2006).
21. Taking the foregoing into consideration, it is more likely than not that Plaintiffs seek damages in excess of \$75,000.
22. Based upon the foregoing, GEICO has met its burden of showing that the amount in controversy more likely than not exceeds the jurisdictional requirement of \$75,000.
23. This Petition for Removal is timely as it is being filed within thirty (30) days after GEICO received notice of the Complaint, on about March 17, 2022. 28 U.S.C. § 1446(b)(2). *Harris v. Bankers Life & Cas. Co.*, 425 F.3d 689, 693, (9th Cir. 2005).
24. Because there is complete diversity of citizenship between the plaintiffs and the defendant, and because the plaintiffs are seeking damages in excess of the \$75,000 jurisdictional threshold, the defendant may remove this action pursuant to 28 U.S.C. §§ 1332 and 1441(b).

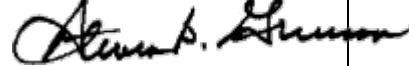
DATED this 8th day of April, 2022.

WINNER BOOZE & ZARCON

/s/Thomas E. Winner
Thomas E. Winner
Nevada Bar No. 5168
Matthew J. Douglas
Nevada Bar No. 11371
1117 South Rancho Drive
Las Vegas, Nevada 89102
Attorneys for Defendant GEICO

¹ F.R.C.P. 54 permits the recovery of attorney's fees by the prevailing party. Further, attorneys fees are also allowable as damages for breach of the Nevada Unfair Claims Practices Act N.R.S. 686A.310 *et seq.*

EXHIBIT A

1 **COMP**

2 MICHAEL C. KANE, ESQ.
3 Nevada Bar No. 10096
4 BRADLEY J. MYERS, ESQ.
5 Nevada Bar No. 8857
6 JOEL S. HENGSTLER, ESQ.
7 Nevada Bar No. 11597

CASE NO: A-22-849438-C
Department 31

5 **THE702FIRM**

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9 *Attorneys for Plaintiffs*

10 **DISTRICT COURT**11 **CLARK COUNTY, NEVADA**

12 HECTOR TOPETE, individually; CINDY
13 TOPETE, individually, and on behalf of
14 [REDACTED], a minor,
and [REDACTED], a minor,

CASE NO.:
DEPT NO.:

15 Plaintiffs,

16 vs.

17 GEICO CASUALTY COMPANY; DOE
18 INDIVIDUALS I through X, inclusive; and
19 ROE BUSINESS ENTITIES I through X,
inclusive,

COMPLAINT

20 Defendants.

22 Plaintiffs, HECTOR TOPETE, individually, CINDY TOPETE, individually, and on
23 behalf of [REDACTED], a minor, and [REDACTED], a minor
24 by and through their attorneys of record, MICHAEL C. KANE, ESQ., BRADLEY J. MYERS,
25 ESQ., and JOEL S. HENGSTLER, ESQ., of THE702FIRM, and for their Complaints against the
Defendant GEICO CASUALTY COMPANY, DOE INDIVIDUALS I through X, inclusive, and
ROE BUSINESS ENTITIES I through X, inclusive (collectively referred to as "Defendants"),
states, asserts, and alleges as follows:

28

THE702FIRM

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LAS VEGAS, NEVADA 89101
PHONE: (702) 776-3333

GENERAL ALLEGATIONS

1. Plaintiff, HECTOR TOPETE (“MR. TOPETE”), is and was, at all times relevant to these proceedings, a resident of Clark County, Nevada.

2. Plaintiff, CINDY TOPETE (“MS. TOPETE”), is and was, at all times relevant to these proceedings, a resident of Clark County, Nevada.

3. Plaintiff, [REDACTED], a minor, ("TOPETE II"), is and was, at all times relevant to these proceedings, a resident of Clark County, Nevada.

4. Plaintiff, [REDACTED], a minor, ("VELAZCO"), is and was, at all times relevant to these proceedings, a resident of Clark County, Nevada.

5. Defendant GEICO CASUALTY COMPANY (“GEICO”), upon information and belief, is and was, at all times relevant to these proceedings, an insurance company duly licensed to transact business as an automobile insurer within the State of Nevada.

6. The true names of DOE INDIVIDUALS I through X, their citizenship, and capacities, whether individual, corporate, associate, co-partnership, or otherwise are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs are informed, believe, and thereon allege, that each of the Defendants, designated as DOE INDIVIDUALS I through X, are or may be, legally responsible for the events referred to in this action, and caused damages to Plaintiffs, as herein alleged, and Plaintiffs will ask leave of this Court to amend the Complaint to insert the true names and capacities of such Defendants, when the same have been ascertained, and to join them in this action, together with the proper charges and allegations.

7. That the true names and capacities of Defendants named herein, as ROE BUSINESS ENTTIES I through X, inclusive, are unknown to Plaintiffs, who therefore sue said Defendants by such fictitious names. Plaintiffs are informed, believe, and thereon allege, that each of the Defendants designated herein as a ROE BUSINESS ENTTIES Defendant is an uninsured and/or underinsured insurer of Plaintiffs and is responsible for the events and happenings referred to and proximately caused damages to Plaintiffs as alleged herein. Plaintiffs ask leave of Court to amend the Complaint to insert the true names and capacities of ROE BUSINESS ENTTIES I through X, inclusive, when the same have been ascertained, and to join

1 such Defendants in this action.

2 8. DOE INDIVIDUALS I through X are Defendants and/or employers of
3 Defendants who may be liable for Defendant's negligence pursuant to NRS 41.130, which states:

4 [e]xcept as otherwise provided in NRS 41.745, whenever any person shall
5 suffer personal injury by wrongful act, neglect or default of another, the
6 person causing the injury is liable to the person injured for damages; and
7 where the person causing the injury is employed by another person or
corporation responsible for his conduct, that person or corporation so
responsible is liable to the person injured for damages.

8 9. Specifically, Plaintiffs allege that one or more of the DOE INDIVIDUALS were
9 and are liable to Plaintiffs for benefits under their underinsured/uninsured motorist coverage
10 policy of insurance and/or responsible for evaluation of Plaintiffs' underinsured/uninsured
11 motorist claim.

12 10. ROE BUSINESS ENTITIES I through X, are insurance companies, casualty
13 companies, corporations, or other business entities who wrote or participated in writing, or
14 cancelling policies of insurance, or who participated in the claims processing and/or handling of
15 Plaintiffs' claim, as herein alleged.

16 11. Specifically, Plaintiffs allege that one or more of the ROE BUSINESS ENTITIES
17 were and are liable to Plaintiffs for benefits under this underinsured/uninsured motorist coverage
18 policy of insurance and/or responsible for evaluation of Plaintiffs' underinsured/uninsured
19 motorist claim.

20 12. On or about October 27, 2019, Plaintiffs were traveling northbound on Decatur
21 Blvd., operating a 2016 Honda Pilot, owned, and operated by Plaintiff MR. TOPETE, with
22 Plaintiffs [REDACTED], and MS. TOPETE as passengers in the vehicle.

23 13. At this time, Plaintiff MR. TOPETE was at a full and complete stop due to a
24 hazardous condition that halted traffic.

25 14. Shortly thereafter, he was suddenly and without warning struck from behind by
26 Luis Rosique ("ROSIQUE"), operating a 2013 Toyota Highlander.

27 ...
28 ...

1 15. Police were called to the accident scene, and enforcement action was issued to
 2 ROSIQUE for the subject accident after admitting to colliding into the vehicle.

3 16. ROSIQUE's acts and omissions at the time of the collision described herein
 4 complained of and immediately prior thereto constitute negligence and carelessness.

5 17. ROSIQUE's negligence was the proximate cause of Plaintiffs' damages as herein
 6 alleged.

7 18. As a direct and proximate result of the negligence and carelessness of ROSIQUE
 8 Plaintiffs suffered injuries and suffered great pain.

9 19. As a further direct and proximate result of ROSIQUE's negligence, Plaintiffs
 10 incurred expenses for medical care and treatment, and expenses incidental thereto for necessary
 11 treatment and Plaintiffs may be required in the future to incur expenses for medical care and
 12 treatment.

13 20. At the time of the collision described herein, ROSIQUE was insured through
 14 Progressive Insurance and carried bodily injury liability limits of \$25,000.00 per person and
 15 \$50,000.00 per occurrence.

16 21. Progressive Insurance has paid the policy limits of \$50,000.00 per occurrence
 17 between the four plaintiffs.

18 22. Progressive Insurance has paid \$22,000.00 to Plaintiff MR. TOPETE for the
 19 injuries and damages he sustained in this accident.

20 23. Progressive Insurance has paid \$16,000.00 to Plaintiff MS. TOPETE for the
 21 injuries and damages she sustained in this accident.

22 24. Progressive Insurance has paid \$11,000.00 to Plaintiff [REDACTED] for the injuries
 23 and damages she sustained in this accident.

24 25. Progressive Insurance has paid \$1,000.00 to Plaintiff [REDACTED] for the injuries
 25 and damages he sustained in this accident.

26 26. At the time of the accident giving rise to this lawsuit, Plaintiff MR. TOPETE was
 27 insured through GEICO.

28 ...

1 27. Plaintiffs' policy of insurance with GEICO mentioned in the preceding paragraph
 2 included Underinsurance Motorist Coverage, under policy number #4306496920.

3 28. On or about October 29, 2019, Plaintiffs' counsel sent a letter to GEICO seeking
 4 letter providing verification of the amount of coverage for medical payments and
 5 uninsured/underinsured motorist coverage, and the limits of such coverage.

6 29. On or about November 01, 2019, GEICO confirmed policyholder Ms. CINDY
 7 HECTOR's policy included \$25,000.00 per person and \$50,000.00 per occurrence in
 8 underinsured motorist bodily injury coverage.

9 30. On or about May 11, 2021, Plaintiffs' counsel sent a letter requesting policy
 10 benefits to GEICO stating the facts of this claim, outlining in excess of \$39,006.16 in total
 11 medical specials and future medical and requesting Plaintiffs' underinsured motorist bodily
 12 injury policy limits for MR. TOPETE.

13 31. On October 19, 2021, claims specialist Maria Fierro responded confirming that a
 14 claim was established and that GEICO was willing to offer \$1,500.00 for settlement on the UIM
 15 claim for Mr. TOPETE.

16 32. On October 19, 2021, claims specialist Maria Fierro responded confirming that a
 17 claim was established and that GEICO was willing to offer \$1,000.00 for settlement on the UIM
 18 claim for VELAZCO.

19 33. On October 19, 2021, claims specialist Maria Fierro responded confirming that a
 20 claim was established and that GEICO was willing to offer \$1,000.00 for settlement on the UIM
 21 claim for Ms. TOPETE.

22 34. On November 22, 2021, Plaintiffs' counsel rejected \$1,500.00 settlement offer,
 23 and requested GEICO explain the inadequate settlement offer in writing.

24 35. On November 23, 2021, GEICO claims specialist, Maria Fierro, confirmed receipt
 25 of November 22, 2021, correspondence and reiterated their previous offer.

26 ...

27 ...

28 ...

1 36. The past medical bills for the plaintiffs are reasonable in light of the plaintiffs'
 2 injuries. The treatment that was provided to the plaintiffs, by their treating physicians, and
 3 necessarily incurred by them for treatment they received because of injuries that were
 4 proximately caused in the October 27, 2019, collision.

5 37. The future medical bills for the plaintiffs are reasonable in light of the plaintiffs'
 6 injuries, and reasonable and necessary for their treatment because of the injuries that were
 7 proximately caused in the October 27, 2019, collision.

8 38. GEICO owes to plaintiffs a duty to act in good faith in evaluating, investigating,
 9 and handling their claim, but was instead indifferent, inexcusably ignorant, and worse.

JURISDICTION

11 39. Plaintiffs repeat and reallege the allegations above, as though fully set forth
 12 herein.

13 40. The Eighth Judicial District Court has jurisdiction of this civil tort action in
 14 accordance with NRCP 8(a)(4), NRS 13.040 and NRS 41.130 as the occurrence giving rise to
 15 this matter occurred in Clark County, Nevada and the amount in controversy exceeds \$15,000.

FIRST CAUSE OF ACTION

(Breach of UM/UIM Insurance Contract)

18 41. Plaintiffs repeat and reallege the allegations above, as though fully set forth
 19 herein.

20 42. The Plaintiffs have a contract of insurance with GEICO that was in full force and
 21 effect when the October 27, 2019, collision occurred, under which Plaintiffs satisfied the
 22 definition of an insured person and entitled him to make a claim.

23 43. As part of the insurance contract, GEICO expected premium payments and did
 24 receive premium payments made by or on behalf of the Plaintiffs as money was paid to and
 25 accepted by GEICO, who never refused payment of the premiums.

26 ...

27 ...

28 ...

44. As part of the insurance contract, GEICO agrees to pay the Plaintiffs, as an insured under the policy, the amount of up to \$25,000 per person and \$50,000 per occurrence in UM/UIM benefits if the Plaintiff or other insured were injured in a collision when the negligent party had either no insurance or insufficient liability insurance to adequately pay compensation to the Plaintiffs for their injuries and damage.

45. The Plaintiffs were injured in the collision on October 27, 2019, described above and the negligent party was underinsured and therefore had insufficient liability insurance to pay compensation to the Plaintiff for their injuries and damages.

46. Defendant GEICO did breach its contract with the Plaintiffs by wrongfully refusing to pay to the Plaintiffs the benefits owed to them under the UM/UIM insurance contracts and failing to fairly evaluate the claim and delivering low ball offers to their insured.

47. GEICO through their policies and procedures placed its own financial gain over their insured.

48. Adjuster Maria Fierro put her own financial gain through bonuses or other compensation presented by low ball offers to their insured.

49. As a proximate result of GEICO's breach of contract and the negligence of non-party ROSIQUE, Plaintiffs sustained injuries to their respective neck and back, bodily limbs, organs, and systems all or some of which conditions may be permanent and disabling in nature, all to their general damages in a sum in excess of \$15,000.00.

SECOND CAUSE OF ACTION

(Breach of the Implied Covenant of Good Faith and Fair Dealing (Bad Faith))

50. Plaintiffs repeat and reallege the allegations above, as though fully set forth herein.

51. At all times relevant, GEICO owed a duty to the Plaintiffs to comply with its implied covenant of good faith and fair dealing, and to do nothing to injure the rights of the Plaintiffs to receive the benefits of the above-described policy of insurance.

• • •

• • •

52. GEICO, through its agents, has acted in bad faith and has violated its implied covenant of good faith and fair dealing having failed and refused to investigate, evaluate and make a reasonable payment of the Plaintiffs' UIM claim by delivering low ball offers to their insured.

53. GEICO through their policies and procedures placed its own financial gain over their insured.

54. Adjuster Maria Fierro put her own financial gain through bonuses or other compensation presented by low ball offers to their insured.

55. As a proximate result of GEICO's breach of implied covenant of good faith and fair dealing and the negligence of non-party ROSIQUE, Plaintiffs sustained injuries to their respective neck and back, bodily limbs, organs, and systems all or some of which conditions may be permanent and disabling in nature, all to their general damages in a sum in excess of \$15,000.00.

THIRD CAUSE OF ACTION

(Statutory Violations of Nevada's Unfair Claims Practice Act Pursuant to NRS 686A.310)

56. Plaintiffs repeat and reallege the allegations above, as though fully set forth herein.

57. At all times relevant, GEICO, is subject to a variety of statutes and other laws of the State of Nevada regarding its business practices, including, but not limited to NRS 686A.310, the Nevada Unfair Claims Practices Act.

58. Based upon the conduct and misconduct alleged herein, GEICO has violated one or more provisions of Nevada law, including, but not limited to, the Nevada Unfair Claims Practices Act, including, but not limited to NRS 686A.310 subsections (b), (c), (e), and (f).

59. GEICO has failed to acknowledge and act reasonably promptly upon communications with respect to claims arising under the insurance policy.

60. GEICO has failed to effectuate a prompt, fair, and equitable settlement of the Plaintiff's claim by a reasonable time.

•

1 61. GEICO has failed to adopt and implement reasonable standards for the prompt
 2 investigation and processing of Plaintiffs' claims by a reasonable time.

3 62. GEICO has compelled the Plaintiffs to institute litigation to recover the amount
 4 owed and due under the insurance policy by offering substantially less than the fair and equitable
 5 value of his claim.

6 63. GEICO through their policies and procedures placed its own financial gain over
 7 their insured.

8 64. Adjuster Maria Fierro put her own financial gain through bonuses or other
 9 compensation presented by low ball offers to their insured.

10 65. As a proximate result of the negligence of non-party ROSIQUE and GEICO's
 11 breach of NRS 686A.310, Plaintiffs sustained injuries to their respective neck and back, bodily
 12 limbs, organs, and systems all or some of which conditions may be permanent and disabling in
 13 nature, all to their general damages in a sum in excess of \$15,000.00.

CAUSATION AND DAMAGES

15 66. Plaintiffs repeat and reallege the allegations above, as though fully set forth
 16 herein.

17 67. As a direct and proximate result of GEICO's breach of its contract, bad faith, and
 18 statutory violations in the handling of Plaintiff's UIM claim, alleged herein, the Plaintiffs
 19 suffered the following injuries and damages:

- 20 i. As a direct and proximate result of all the foregoing, the Plaintiffs suffered
 21 emotional distress;
- 22 ii. As a direct and proximate result of all the foregoing, the Plaintiffs were
 23 injured in and about the spine, body, limbs, organs and systems, and was
 24 otherwise injured and caused to suffer great pain of body and mind, and
 25 Plaintiffs were required to and did receive medical and other treatment for his
 26 injuries received in an expense all to his damages in a sum in excess of
 27 \$15,000.00. Said services, care, and treatment are continuing and shall
 28 continue in the future, at a presently unascertainable amount.

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ATTORNEYS AT LAW

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iii. Due to Plaintiffs' injuries they have sustained pain, suffering, loss of enjoyment of life, past, present and future in an amount in excess of \$15,000.00.

iv. Due to Plaintiffs' injuries, he has sustained loss of household services, past, present and future in an amount in excess of \$15,000.00.

v. Plaintiffs have further suffered transportation costs, in an amount subject to proof.

vi. Plaintiffs have sustained past wage loss and will continue to suffer wage loss in the future, in amounts subject to proof.

vii. Other economic and non-economic damages caused by Defendants' conduct as alleged herein.

12 68. The Plaintiffs are entitled to recovery of compensatory damages, punitive
13 damages, incidental and consequential damages as alleged herein.

14 69. The Plaintiffs are entitled to an award of attorney fees, for reimbursement of the
15 payment of litigation costs and for statutory interest according to the law.

PRAYER FOR RELIEF

17 WHEREFORE, Plaintiffs pray for judgment on all claims for relief against the
18 Defendants as follows:

24 3. For Compensatory Damages in an amount in excess of Fifteen Thousand Dollars
25 (\$15,000.00)

26 | Punitve damages in excess of \$15 000.00

5 Damages for transportation costs in an amount according to proof

28 | P a g e | 6 Damages for past loss of earnings and future earning capacity

7. Costs of suit incurred including reasonable attorneys' fees.
8. For such other relief as the Court deems just and proper.

DATED this 9th day of March, 2022.

THE702FIRM

/s/ Joel S. Hengstler

MICHAEL C. KANE, ESQ.
Nevada Bar No. 10096
BRADLEY J. MYERS, ESQ.
Nevada Bar No. 8857
JOEL S. HENGSTLER, ESQ.
Nevada Bar No. 11597
400 South 7th Street, 4th Floor
Las Vegas, Nevada 89101
Attorneys for Plaintiffs

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ATTORNEYS AT LAW
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PHONE: (702) 776-3333

EXHIBIT B

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Hector Topete, Cindy Topete, Fernando Topete

**DEFENDANTS**

GEICO Casualty Company

County of Residence of First Listed Plaintiff Clark

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Maryland

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Thomas E. Winner/Bar #5168, 1117S. Rancho Drive, Las
Vegas, NV 89102; (702) 243-7000; (702) 243-7059**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- | | |
|--|---|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) |

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
(For Diversity Cases Only)

	PTF	DEF	PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4 <input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	PROPERTY RIGHTS	375 False Claims Act
<input type="checkbox"/> 120 Marine	310 Airplane	365 Personal Injury - Product Liability	422 Appeal 28 USC 158	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	315 Airplane Product Liability	367 Health Care/ Pharmaceutical Personal Injury	423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	320 Assault, Libel & Slander	Product Liability	SOCIAL SECURITY	410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	330 Federal Employers' Liability	368 Asbestos Personal Injury Product Liability	820 Copyrights	430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	340 Marine Product Liability	PERSONAL PROPERTY	830 Patent	450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	370 Other Fraud	835 Patent - Abbreviated New Drug Application	460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	371 Truth in Lending	840 Trademark	470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	355 Motor Vehicle	380 Other Personal Property Damage	880 Defend Trade Secrets Act of 2016	480 Consumer Credit (15 USC 1681 or 1692)
<input type="checkbox"/> 190 Other Contract	Product Liability	385 Property Damage	FEDERAL TAX SUITS	485 Telephone Consumer Protection Act
<input type="checkbox"/> 195 Contract Product Liability	360 Other Personal Injury	Product Liability	870 Taxes (U.S. Plaintiff or Defendant)	490 Cable/Sat TV
<input type="checkbox"/> 196 Franchise	362 Personal Injury - Medical Malpractice	LABOR	871 IRS—Third Party 26 USC 7609	850 Securities/Commodities/ Exchange
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION	890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation	440 Other Civil Rights	Habeas Corpus:	462 Naturalization Application	891 Agricultural Acts
<input type="checkbox"/> 220 Foreclosure	441 Voting	463 Alien Detainee	465 Other Immigration Actions	893 Environmental Matters
<input type="checkbox"/> 230 Rent Lease & Ejectment	442 Employment	510 Motions to Vacate Sentence		895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	443 Housing/ Accommodations	530 General		896 Arbitration
<input type="checkbox"/> 245 Tort Product Liability	445 Amer. w/Disabilities - Employment	535 Death Penalty		899 Administrative Procedure Act/Review or Appeal of Agency Decision
<input type="checkbox"/> 290 All Other Real Property	446 Amer. w/Disabilities - Other	Other:		950 Constitutionality of State Statutes
	448 Education	540 Mandamus & Other		
		550 Civil Rights		
		555 Prison Condition		
		560 Civil Detainee - Conditions of Confinement		

Click here for: Nature of Suit Code Descriptions.

V. ORIGIN (Place an "X" in One Box Only)

- | | | | | | | |
|--|--|--|---|--|--|---|
| <input type="checkbox"/> 1 Original Proceeding | <input checked="" type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstituted or Reopened | <input type="checkbox"/> 5 Transferred from Another District (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation - Transfer | <input type="checkbox"/> 8 Multidistrict Litigation - Direct File |
|--|--|--|---|--|--|---|

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28. U.S.C. 1332 and 28 U.S.C. 1441

VI. CAUSE OF ACTIONBrief description of cause:
Breach of Contract; Bad Faith**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ _____

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER _____

DATE

04/08/2022

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____

AMOUNT _____

APPLYING IFP _____

JUDGE _____

MAG. JUDGE _____